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6-15-1985

## **Eagle Midwestern Division, Lucky Stores, Inc. and United Food and Commercial Workers, AFL-CIO, Locals 1453, 1540 and 1550 (1985)**

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## Eagle Midwestern Division, Lucky Stores, Inc. and United Food and Commercial Workers, AFL-CIO, Locals 1453, 1540 and 1550 (1985)

Location

IL

Effective Date

6-15-1985

Expiration Date

10-8-1988

Number of Workers

2500

Employer

Eagle Midwestern Division, Lucky Stores, Inc.

Union

United Food and Commercial Workers

Union Local

1453, 1540, 1550

NAICS

44

Sector

P

Item ID

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**Comments**

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# AGREEMENT

JUN 8 1985

*between*

UNITED FOOD AND COMMERCIAL

WORKERS UNIONS

LOCALS 1453, 1540, 1550

AFL-CIO, CLC

*of the*

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION,

AFL-CIO, CLC

*and*

MIDWESTERN FOOD DIVISION

LUCKY STORES, INC.

MILAN, ILLINOIS



EFFECTIVE

JUNE 15, 1985

*through*

OCTOBER 8, 1988



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FIRST

2,500 us

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# AGREEMENT

This Agreement, mutually entered into by and between EAGLE MIDWESTERN DIVISION, LUCKY STORES, INC., and its successor, as party of the first part, and hereinafter referred to as the Company, and LOCALS NO. 1453, 1540 and 1550, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, as party of the second part, and hereinafter referred to as the Union.

The parties to this Agreement agree that they will not discriminate against any employee, or prospective employee, because of age, race, sex, creed, color, national origin or Union affiliation.

## ARTICLE 1—INTENT AND PURPOSE

1.1. The Employer and the Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to another, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and so set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

1.2. The Company recognizes the Union as the sole collective bargaining agency for all of the employees, as hereinafter set forth, employed at the retail stores within the local jurisdiction of the Unions.

## ARTICLE 2—COVERAGE

2.1. The term "Company" as used in this Agreement shall refer and relate to all retail food stores now owned and/or operated by the Company located within the geographical jurisdiction of Local Unions 1453, 1540 and 1550, and such new retail food stores as the Company shall operate during the term of this Agreement. The terms and conditions of this Agreement shall apply to all operators of concessions, leased or licensed departments of the Company operating in the stores described above.

2.2. The term "employees" as used in this Agreement shall include all employees working in the retail food stores of the Company including employees working in leased and/or licensed departments and all concessions departments within the store, except its employees in the meat department and one (1) Store Manager. In stores having an average volume of \$150,000.00 per week, the Company may appoint one (1) Co-Manager who shall also be excluded from the definition of "employees."

**2.3.** It is agreed that only unit employees covered by the Collective Bargaining Agreement shall perform all work, services and handling or selling of merchandise in the Employer's store and that the Store Manager, Co-Manager or other supervisor shall not perform bargaining unit work, except under the following conditions:

- (a) Any emergency occasioned by an accident, Act of God or mechanical equipment failure which required immediate action to remedy the emergency.
- (b) Routine customer assistance.
- (c) Sporadically reshelving of stock displaced by customers.
- (d) Check-in of direct delivery by sales person.
- (e) Employee training.

In the event of a violation of this Section, the most senior employee working in the store at the time of the violation shall receive four (4) hours straight-time pay or straight-time pay for the amount of time spent in such violation, whichever is greater. Prohibited work performed by more than one supervisory employee shall be treated as separate violations and payment will be made accordingly. Any pay due under this paragraph shall be reflected on the employee's time record at the time the violation is reported and the payment shall be incorporated in the next paycheck due the employee. It shall not be a violation of this Section for a Store Manager, Co-Manager or other supervisory employee to assist a customer, but this is not to be as a replacement of a bargaining unit employee in the performance of his or her job.

### **ARTICLE 3-UNION AFFILIATION**

**3.1.** The Company agrees that there shall be no discrimination against any employee because of Union affiliation or activity.

**3.2.** It is agreed that an employee of the Company, upon being elected or appointed to office in the Union shall be granted a leave of absence for a period up to three (3) years, and upon expiration of such leave shall be reinstated in a similar position as that held when granted leave of absence.

### **ARTICLE 4-UNION SHOP**

**4.1.** The following shop condition shall be effective:

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered

by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

The Company may secure new employees from any source whatsoever. During the first (1st) thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Company provided, however, that the aforementioned thirty (30) day period may be extended up to sixty (60) days by mutual agreement between the Employer and the Union. Any extension to the probationary period will be in writing signed by the Employer, the Union and the affected employee.

The probationary period for Utility Clerks shall be sixty (60) days from commencement of employment during which period only the wage schedule of this Agreement shall be applicable.

**4.2.** During the probationary period, only the wage schedule, as provided for herein, shall be applicable to the employee.

**4.3. Check-off:** The following provision shall become effective for the United Food and Commercial Workers Unions, Locals No. 1453, 1540, and 1550, if and when such Local Unions desire to institute such check-off procedure. Upon sixty (60) days notice to the Employer involved, the following shall become applicable:

"The Employer shall for the term of this Agreement deduct initiation fees as authorized, and shall deduct Union dues from the last pay of each month of employees who are members of the Union who individually certify in writing authorization for such deductions.

The authorization for such deduction may be revoked by the employee upon giving thirty (30) days written notice to the Employer and the Union. The Employer shall promptly remit all sums deducted in this manner to the Secretary-Treasurer of the Local Unions."

**4.4. A.B.C. Check-off:** The following provision shall become effective for United Food and Commercial Workers Unions, Locals No. 1453, 1540 and 1550, if and when such Local Unions desire to institute such check-off procedure. Upon sixty (60) days notice to the Employer involved, the following shall become applicable:

"The Employer agrees to honor and to transmit to the Union contribution deductions to the United Food and Commercial Workers International Union Active Ballot Club from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards."

## **ARTICLE 5-MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the management of the business, including the right to plan, determine,

direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force, including the determination of its size and composition, the scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for proper cause, and to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the causes for discharge, is vested in the Employer; provided however, that these rights shall be exercised with due regard for the rights of the employees. The listing of specific rights in this Agreement is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

## **ARTICLE 6-CLERKS WORK CLAUSE**

**6.1.** No salesman shall handle or stock any merchandise in the store, excluding the meat department, except rack jobbers and driver-salesman engaged in servicing the retail stores under prevailing practices with merchandise directly from a delivery vehicle at the point of delivery.

It is understood that the above shall not apply in new stores during the grand opening until such time as the store settles down to normal operation, not to exceed four (4) weeks in total. In the event of a violation of this Section, the most senior employee working in that store at the time of the violation shall receive four (4) hours straight-time pay or straight-time pay in the amount of actual time spent in such violation. If more than one (1) person is involved in the violation, the two (2) senior clerks shall receive the violation pay.

**6.2.** It shall be a violation of this Agreement for Utility Clerks to perform any duties other than those set forth in 7.4 (c). In order to insure compliance with the provision, the parties agree as follows:

- (a) The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Utility Clerks and instructing all employees that the performance of any other duties constitutes a violation of the Contract.
- (b) Upon the first violation of this Section, the Utility Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Utility Clerks' duties.

- (c) Upon a second violation in the same store, all Utility Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Utility Clerks' duties.
- (d) Upon a third violation in the same store, all Utility Clerks in the store involved shall be paid double the Utility Clerk's rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerks' duties.

## **ARTICLE 7—SENIORITY**

**7.1.** Seniority shall be defined as the length of continuous employment with the Employer within the bargaining unit and shall begin with the employee's last date of employment. For seniority purposes, a "date of employment" shall mean a date the employee actually commences work on the job. Seniority ranking for employees commencing employment on the same date shall be determined by the day and month of birth.

The employee whose day and month of birth is closest to January 1, within the calendar year, shall have the greatest seniority. Employees transferred into the bargaining unit from an Employer's store covered by this Contract with United Food and Commercial Workers Unions Locals 1453, 1540, and 1550, shall maintain their previously acquired seniority. Supervisors transferred back to the bargaining unit shall be credited for all seniority earned prior to the supervisor's promotion out of the bargaining unit.

**7.2.** No employee shall acquire any seniority rights until he has been employed by the Company for at least thirty (30) days, provided that after thirty (30) days employment, the seniority shall revert to the last date of hire.

**7.3.** Seniority may be broken only by quit, justifiable discharge, layoff for one (1) year, employment outside the bargaining unit for one (1) year or failure to return to work in accordance with the terms of a leave of absence or recall from layoff.

**7.4.** In the application of the principles of seniority, there shall be five (5) seniority groups, ranked in the following order:

- (1) Classified employees; (2) Regular Clerks; (3) General Merchandise Clerks; (4) Bakery-Deli Clerks; and (5) Utility Clerks.

The seniority groups are defined as follows:

- (a) Classified employees: Assistant Manager, Produce Manager, Cashier-Bookkeeper, and Dairy/Frozen Food Department Head, General Merchandise Department Head, and Bakery/Deli Manager are classified employees. Each group of classified employees shall constitute a separate seniority listing.

- (b) Regular Clerks are all employees other than classified employees, general merchandise clerks, bakery/deli clerks, and utility clerks.
- (c) General Merchandise Clerks are all employees working in a general merchandise department. A general merchandise department is a separate department of the store consisting of at least four (4) full aisles in the same area of the store, which exclusively handle non-food items such as housewares, soft goods, pet supplies, light bulbs and supplies, greeting cards, drugs and health and beauty aids.
- (d) Bakery-Deli Clerks are all employees working exclusively in bakery and deli departments.
- (e) Utility Clerks are all employees whose duties are limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise; sweeping floors anywhere in the store, cleaning the parking lot and other adjacent areas outside the store; filling bag racks; cleaning areas around and in front of the checker lanes; cleaning rest rooms; collecting and sorting beverage containers; disposing of trash and rubbish; washing and cleaning of shelves and fronts of cases, without handling merchandise; washing windows; posting of window signs; returning of merchandise left by customers from check stands to shelves or displays; mopping of store; and blocking of shelves to begin not earlier than one hour before closing.

**7.5.** The transfer of an employee to a seniority group having a higher wage schedule shall be deemed a promotion. Such employees shall have two (2) seniority dates, to wit: the date of hire and date of promotion. Within the employee's new seniority group, the date of promotion shall apply. In the event an employee is returned to a lower seniority group, the date of hire shall apply. In the event an employee is returned to their higher seniority group within three (3) months after their involuntary demotion to the lower seniority group, the date of first promotion shall apply.

**7.6.** The Employer shall prepare seniority lists as follows: for each group of classified employees, the Employer shall prepare a single seniority list for all stores covered by the contract. For all other seniority groups, the Employer shall prepare a master list for all stores covered by the contract and a separate list for each store. The Employer shall prepare the classified list and master list once each six months. The separate store list for each seniority grouping shall be prepared each four months. Copies of all lists shall be submitted to the Union and maintained in the store office.

Additionally, copies of the separate store lists shall be posted in the store in a conspicuous place accessible to the employees. The list shall include each employee's name, rate

of pay, date of hire, classification and promotion date where applicable. No employee shall be bound by a seniority date appearing on a list if, in fact, the seniority date is incorrect.

**7.7** In order to maximize the opportunity for employees to exercise seniority rights in a manner which will allow employees to work in stores convenient to their store of last employment, the parties agree that there shall be mutually agreed upon geographical groupings of stores. Employee's seniority rights shall be exercised on a store basis, geographic grouping basis, as well as a local union basis, as more specifically set forth below. By mutual agreement the geographic grouping may include stores located within the jurisdiction of two or more locals. In the event of a new store opening, the parties agree to meet prior to the date of posting the new store opening to discuss the geographic grouping and revise the same if necessary. In the event of a store closing, the parties agree to meet within seven (7) days following the store closing to discuss the geographic grouping and revise the same if necessary.

**7.8. Layoffs:** Layoffs within the store shall be on a strict seniority basis within the affected seniority classification. The Employer shall offer employees a reasonable period of training, not less than thirty (30) days, if necessary to comply with this seniority requirement. A laid off employee shall have the following options based upon seniority:

- (a) The laid off employee may elect to transfer within his seniority classification to any store in the geographic grouping provided that in the store selected by the laid off employee, there is at least one less senior employee working in the same classification. If the transfer involves work which the employee has not previously performed, then the Employer shall offer the employee a reasonable period of training, not less than thirty (30) days.
- (b) In the event the laid off employee's seniority does not permit a transfer within the geographical grouping, then the laid off employee may elect to transfer to any store within the jurisdiction of Locals 1453, 1540 and 1550 in accordance with the employee's seniority, on the same basis and under the same conditions as set forth in paragraph 1 above.
- (c) In the event the laid off employee's seniority does not permit a transfer within the local union jurisdiction, then the laid off employee may elect to transfer in accordance with the employee's seniority to a store of the Employer within the jurisdiction of any one of the local unions listed in paragraph 7.1 provided, however, that such transfer will displace the least senior employee only working in said local union's jurisdiction.
- (d) A laid off employee may elect to take a demotion to a lower seniority grouping within his store (a seniority



grouping with a lower wage schedule). The employee will then be placed upon the applicable seniority list based upon the employee's last date of hire.

- (e) Lateral transfer between equal wage structure seniority groups within the store.
- (f) In lieu of exercising the above option the employee may elect to accept lay off status. Before hiring any employees or promoting an employee to a job within the laid off employee's seniority classification, the Employer will offer the job to employees who exercise the demotion option of paragraph (d) above or employees on the lay off list, in accordance with seniority. An employee may decline to accept a recall to any store other than to one within the same geographic grouping from which the lay off occurred without forfeiting their recall rights.

**7.9.** All employees shall have recall rights up to one (1) year from lay off. Employees shall be notified of recall by certified mail to their last known address, if they cannot be reached by phone.

**7.10.** An employee who is reduced in hours by more than six (6) hours per week for four (4) consecutive weeks will be eligible to transfer as set forth above. The base period used to determine the six (6) hour reduction will be the average number of hours worked during the preceding four (4) weeks. Employees who wish to transfer under this provision must notify their Store Manager in writing, with a copy to the Union. The transfer will be made in accordance with 7.8 above and will be effective the beginning of the second week following receipt of such notice.

**7.11.** Any employee laid off as a result of a store closing or any employee laid off as a result of transfer pursuant to the aforesaid transfer provisions, including lay off occasioned by the transfer of an employee from a closed store, shall have the same transfer rights as set forth above.

**7.12. Promotions and Demotions:** Promotions and demotions shall be handled in the following manner:

- (a) When a job opening occurs within a store, it shall be filled either by a voluntary transfer in accordance with Section 7.13, and Section 7.8 (e), or by an employee from the next lowest seniority group within the store in accordance with strict seniority.
- (b) Promotion to classified jobs shall be within the sole discretion of the Employer, provided, however, that all classified jobs shall be filled by unit employees.
- (c) The Employer shall afford every promoted employee a reasonable period of training in the position, not less than thirty (30) days.



- (d) An employee promoted to a classified job must perform the duties of the classified job.
- (e) No employee shall be demoted from any seniority group or any premium pay position without just cause.

**7.13. Involuntary and Voluntary Transfers:** The Employer may transfer employees to meet the necessities of the business with the following limitations and under the following conditions:

- (a) No employee shall be involuntarily transferred outside of their geographical grouping.
- (b) In the event a transfer is required outside of the geographic grouping, the Employer will first seek volunteers. In the event no volunteers apply for a transfer the Employer will make the transfer in accordance with inverse seniority.
- (c) No involuntary transfer will be made which will result in a reduction of hours for the transferred employee.
- (d) Should the regular employee be temporarily transferred from his or her regularly assigned store to another store and such transfer results in additional transportation expense, the employee will be reimbursed by the Company for such additional transportation expense. Transportation cost shall be computed on the basis of the Federal Travel Expense Standards in effect at the time.
- (e) An employee desiring a transfer to a store closer to home shall notify the Employer in writing of his or her desire to transfer to a specific store. In the event of a job opening in the specific store involving a comparable number of hours, the Employer will transfer the employee within the employee's seniority classification to the specific store. The employee requesting the transfer must have greater seniority than other employees on lay off or other employees in the store who have requested to fill the job opening.

## **ARTICLE 8—WORKING HOURS AND OVERTIME**

**8.1.** The basic work week shall be forty (40) hours to be worked in five (5) days, eight (8) hours per day, not necessarily consecutive, between Monday through Saturday. During the life of this Agreement, there shall be no change in the basic work week without first obtaining the approval of the Union.

**8.2.** Employees will be paid time and one-half (1½) at regular rate of pay for work performed on the sixth (6th) day of any week, regardless of total weekly hours, except in a case where an employee accepts a call-in that results in a sixth day's work; or in a case where the sixth day results from the claiming of hours or scheduling pursuant to a claiming of hours in accordance with paragraph 8.12 (a).

**8.3.** Employees will be paid time and one-half (1½) their regular rate of pay for work in excess of forty (40) hours per week.

**8.4.** Employees will be paid time and one-half (1½) their regular rate of pay for work in excess of eight (8) hours per day.

**8.5.** Time and one-half (1½) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

**8.6.** No employee shall be scheduled for less than three (3) hours work on any day of the week. All employees reporting to work, as scheduled shall be guaranteed the number of hours work as indicated on the work schedule for that day, or shall receive pay in lieu of such hours worked, except in cases of emergency due to Acts of God, civil disorder, strikes, or boycotts. All employees called in to work on an unscheduled day, shall receive a minimum of three (3) hours work, or three (3) hours pay in lieu thereof. No employee shall have his workweek reduced or be required to take time off as a result of this paragraph of the contract.

**8.7.** All work performed by employees excluding Utility Clerks on Sunday and holidays shall be considered as premium work, and such work shall be paid at the rate of time and one-half (1½) the employee's regular rate of pay. Utility Clerks shall not be paid any premium for Sunday or holiday work during their sixty (60) day probationary period. For the 61st through the 240th day of employment Utility Clerks shall be paid a premium of \$1.00 per hour over their regular straight time rate for Sunday and holiday work. Upon completion of the 240th day of employment, Utility Clerks shall be paid time and one-half (1½) for all Sunday and holiday work. Sunday work shall not be considered part of the basic work week for employees. Sunday and holiday work shall be rotated among all employees who volunteer for Sunday work. Should an insufficient number of employees volunteer, the Employer shall have the right to schedule from the least senior in inverse order. Senior employees shall have the right to the Sunday and holiday schedule with the greatest number of hours.

Within the third week of the month, the Employer shall post a notice next to the weekly work schedule requesting volunteers for Sunday work and holidays, if any, during the following month. Once posted and scheduled, an employee who fails to meet their commitment will forfeit their right to rotation for the month. Employees requesting Sunday or holiday work shall have the right of the greatest number of hours scheduled for the day in question, by seniority.

**8.8A.** The Employer shall post in ink or other permanent means in each store the current work schedule for all employees working in the store. The schedule shall be posted by no later than Thursday, 4:00 p.m. of the week preceding the scheduled work week. The schedule shall list

the names of the employees in accordance with seniority and classification. All hours for the week shall be posted on the schedule. Forty (40) hour employees shall have the right to select either Monday, Tuesday or Wednesday as their scheduled day off in accordance with their seniority and shall notify the Store Manager of their preferred day off. Where Saturday is a regularly scheduled day off for forty (40) hour employees, the day shall be rotated among forty (40) hour employees in lieu of their regular day off. Work schedules shall be maintained in the store for a three month period of time and shall be made available to an authorized representative of the Union for examination upon request. No employee who is called in to work out of the posted work schedule shall be required to take compensatory time off from the posted work schedule. Schedules must be posted in an area that is accessible to all employees.

**8.8B.** The Company agrees not to employ or schedule two (2) or more employees where it is possible to employ or schedule one (1) forty (40) hour employee.

**8.9.** An employee scheduled to work during any week shall receive a minimum of twelve (12) hours pay. However, this does not apply to employees who, under the previous contract, were scheduled to work on Saturday only, or employees whose hours are claimed pursuant to Article 8.12, and the result of such claim leaves the employee with less than twelve (12) hours per week. In which case the employee whose hours were claimed will work whatever hours remain after the claim.

**8.10.** Employees shall not be scheduled to work a split shift. A split shift is defined as two (2) shifts more than one (1) hour apart.

**8.11. Call-In Hours and Additional Hours:**

- (a) Call-in hours are defined as replacement hours occasioned by the absence of an employee. The Employer will make a reasonable effort to call in employees in accordance with seniority. Employees will have the right to refuse a call-in. The Employer shall not be obligated to call an employee in accordance with seniority if the replacement hours would result in overtime for the called in employee.
- (b) Additional hours are defined as hours added to the posted schedule due to business needs through the call-in of additional employees or through the assignment of additional hours to employees at work.
- (c) In the event additional hours are occasioned by the need for additional employees, the Employer will call in employees in accordance with paragraph (a) above.
- (d) In the event additional hours are occasioned by the need to assign additional hours to employees at work, such hours shall be offered to employees at work in order of seniority provided such work does not result in overtime. Failure to obtain sufficient volunteers, the hours shall be assigned in reverse order of seniority.

**8.12A. Claiming of Hours:** Employees within their seniority group and job classification (cashier, stock clerk, produce clerk, bakery clerk, etc.) shall be eligible to claim available hours up to and including eight (8) hours per day and up to and including forty (40) hours per week in a regular work week, including any portion of a less senior employee's hours in accordance with seniority.

It is understood and agreed that Sunday and/or holiday hours may not be claimed pursuant to this Section. Hours claimed under the provisions of Section 8.2 of this Agreement on the sixth (6th) day in a work week or in excess of thirty-two (32) hours in a holiday week shall be paid for at straight time.

Any clerk who is subject to layoff or whose hours have been reduced by more than six (6) hours per week for four (4) consecutive weeks and cannot claim hours within his/her job classification, may claim the hours of less senior employees in another job classification in an equal or lower seniority grouping. The claiming employee must, however, claim the entire weekly schedule and work all his/her hours within the claimed job classification.

An employee's right to claim available hours shall include the right to claim all or any portion of a junior employee's schedule commencing prior to or upon the termination of the senior employee's schedule or within four (4) hours thereof so long as the result of the claim permits the junior employee to work a minimum of three (3) unclaimed hours. A claim within such time period shall not be construed as a split shift.

An employee shall not be required to make the same available hours claim after three (3) successive weeks. Once an employee has claimed hours, the schedule shall be adjusted consistent with the employee's claim for future weeks. Failure to do so shall be a violation of this Agreement and the employee shall be entitled to pay for the hours in question.

Employees who regularly work forty (40) hours under the preceding Labor Agreement shall not have their hours claimed except on a seniority basis by other employees who worked forty (40) hours under the preceding Labor Agreement. Employees who have voluntarily reduced their hours below forty (40) hours per week may have their hours claimed in accordance with this Section.

Once the work schedule has been posted pursuant to the provisions of Section 8.8 hereof, employees wishing to claim additional available hours must make their wishes known to the Store Manager, or his designee, within twenty-four (24) hours of such posting or waive their right to claim additional hours for the balance of the work schedule as posted.

**8.12B.** Senior employees will indicate their continuing preference for day shift or night shift. Day shift is any eight (8) hour shift scheduled to end at 6:00 p.m. or earlier and night shift is any eight (8) hour shift scheduled to end after 6:00 p.m.

After such employees have notified the manager of such continuing shift preference, such employees will be scheduled by seniority for the available shifts.

**8.13.** All employees shall receive an unpaid lunch period during each eight (8) hour shift. The lunch period shall be either one-half ( $\frac{1}{2}$ ) hour or one (1) hour at the option of the employee. Employees working six (6) hours or more, but less than eight (8) hours per day who request a lunch period shall be granted a one-half ( $\frac{1}{2}$ ) hour lunch period. In the case of an eight (8) hour shift, the lunch break shall be scheduled no later than three (3) hours prior to termination of the shift and no earlier than three (3) hours after the start of the shift. In the case of a shift less than eight (8) hours, the lunch break shall be scheduled no later than two (2) hours prior to the termination of the shift and no earlier than two (2) hours after the start of the shift.

**8.14.** Employees shall receive two (2) fifteen (15) minute uninterrupted rest periods without loss of pay, in any one workday. The rest periods shall be scheduled approximately within fifteen (15) minutes of the employees half ( $\frac{1}{2}$ ) shifts. Employees working three and one-half ( $3\frac{1}{2}$ ) hours but less than seven (7) hours shall be entitled to one (1) rest period. Employees shall be compensated at their straight time hourly rate of pay for rest periods not taken in violation of the rest period provision herein.

**8.15. Night Crew Employees:**

- (a) Night crew employees are defined as any employees who are regularly scheduled to work a majority of their scheduled hours after 9:00 p.m. or before 6:00 a.m.
- (b) All night crew employees will be scheduled regular nights each week, five (5) nights per week, Monday through Saturday and shall be scheduled within two (2) hours of the same starting time each night.

Part time night crew employees may claim hours consistent with their seniority so long as they remain available to perform their night crew responsibilities. Part time night crew hours are claimable only by a more senior night crew employee however, an employee scheduled to be laid off is not precluded from exercising the options set forth under Section 7.8 of the Agreement.

- (c) Night crew employees shall receive forty cents (40¢) per hour premium for all hours worked. This premium shall be computed into vacation, holiday and sick pay.

**8.16.** Night crew work shall be assigned by inverse seniority, or at the employee's request. After twelve (12) months of employment on the night crew, a night crew employee may request, in writing, a transfer from the night crew. A copy of such request shall be sent to the personnel office of the Employer and to the Union. When openings occur for day jobs within the employee's geographical grouping, night crew employees shall be offered the day jobs, by seniority among themselves, requesting the transfers in writing in accordance with Section 7.13 (e).

**8.17.** With the exception of night crew employees, all employees shall receive thirty-five cents (35¢) per hour premium pay in addition to their regular straight time hourly rate of pay for all hours worked between 11:00 p.m. and 6:00 a.m.

**8.18.** Whenever overtime hours also involve premium pay, the overtime rate shall be time and one-half (1½) the regular hourly rate and the premium pay shall be added thereto. Premium pay, based on the job (key carrier, office clerical, general merchandise clerk, receiver clerks, night crew leader and 2nd man in produce) shall be paid in addition to any premium pay based on hours (Sunday hours, night hours). Premium pay based on Sunday hours shall be paid in addition to premium pay based on night hours on Sunday.

**8.19.** No employee shall be required to work without at least ten (10) hours rest between shifts.

**8.20.** Night crew employees scheduled to start work before 4:00 a.m. on the day following Thanksgiving Day, Christmas Day and New Year's Day shall be paid time and one-half (1½) of their straight time rate for all hours worked within the scheduled shift. For these three (3) holidays and the shifts scheduled immediately before, on a holiday and immediately following, Section 8.15 (b) and 8.19 will not apply.

## **ARTICLE 9—WAGES**

**9.1.** Minimum wage rates (see appropriate wage rate card enclosed).

**9.2. Premium Pay:** In addition to the foregoing, the following employees shall receive premium pay of twenty-five cents (25¢) per hour additional for all hours worked for the entire daily shift when premium work is performed:

- (a) Night Crew Leader  
(as defined in paragraph 9.3)
- (b) Key Carrier  
(as defined in paragraph 9.3)

The following employees shall receive premium pay of twenty-five cents (25¢) per hour for all hours when the premium pay job is performed, rounded out to the next highest hours on a daily basis:

Relief clerks for the premium jobs of Night Crew Leader, General Merchandise Ordering Clerks, as well as Store Office Clerical Employees.

Premium pay shall not be pyramided if during the course of the work week the employee works more than one (1) premium job.

### **9.3. Definitions:**

- (a) An Assistant Manager is defined as one who assists the Manager in the operation of the store.
- (b) A Produce Department Head is defined as one who operates the Produce Department under the direction of the Store Manager.
- (c) The Cashier-Bookkeeper shall be defined for purposes of this contract as an employee who is appointed and trained by the Company to handle the cash and the necessary reports to the General Office and such other work as required in supermarkets.
- (d) A Dairy/Frozen Food Department Head is defined as the employee who is responsible for the operation of the Dairy/Frozen Food Departments under the direction of the Store Manager. Such employees will work within the Department and will perform ordering, stock and inventory duties normally performed by a Department Head.
- (e) A General Merchandise Department Head is defined as an employee who operates the General Merchandise Department under the direction of the Store Manager.
- (f) A Bakery Department Head is defined as the employee who operates the Bakery Department under the direction of the Store Manager.
- (g) A Deli Department Head is defined as an employee who operates the Deli Department under the direction of the Store Manager.
- (h) Night Crew Leader: Each night crew having four (4) or more employees shall have a lead member known as the Night Crew Leader appointed from among the four (4) or more employees.
- (i) A Key Carrier is an employee who has been assigned the responsibility for opening or closing the store.
- (j) Store Office Clerical Employees are defined as all employees who, in addition to the Cashier-Bookkeeper, perform office clerical work for all or any part of their work schedule.
- (k) A General Merchandise Ordering Clerk is defined as an employee who has the responsibility for ordering general merchandise in a store which does not operate a separate general merchandise department.



**9.4.** There shall be an Assistant Manager, Produce Department Head, Cashier-Bookkeeper and General Merchandise Department Manager in all stores regardless of store volume.

Effective December 1st each year, average sales shall be reviewed and in any store when the average weekly sales for the previous fifty-two (52) weeks is \$150,000.00 or more, all of the Department Heads set forth in Paragraph 9.1A above shall be appointed by the Employer provided that the Employer operates such Departments. (A Night Crew Leader will be appointed pursuant to Paragraph 9.3 above regardless of store volume.)

In the case of a new or remodeled store, average weekly total sales for the purposes of Department Head appointment shall be computed at the end of a four (4) month period using in such computation the last three (3) months of the four (4) month period. Appointments, where required shall be made no later than the first full week of the sixth (6th) month.

**9.5.** Employees presently receiving, or who may hereafter receive in excess of the above pay schedules shall not have their pay decreased because of provisions of this Contract.

All employees currently being paid over scale shall be frozen at their current rate of pay until such time as the new contract rate exceeds the employees current hourly rate of pay.

**9.6. Definition of "Service in Industry":**

A. Proven comparable experience not terminating more than two (2) years prior to date of application and shown on application for employment shall be the basis for determination of a new employee's rate of pay. Such experience prior to two (2) years before the date of application and ending within the two (2) year period must be continuous to be counted, U.F.C.W.I.U. Union Card showing experience will be recognized as initial proof of experience.

B. Claims for rate adjustment based on "service in the industry" must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision, except where such experience is shown on the initial "application for employment" in which event said ninety (90) days should not apply.

C. **Service in the Industry Formula:** In the application of service in the industry, rehired or new employees shall receive experience credit on the following basis: Employees hired shall receive full credit for each month of service up to a maximum of twenty-four (24) months.

**9.7.** Wages shall be paid each week by check to all employees and the Employer shall post on stubs the following information: Straight-time, overtime, and holiday hours paid for, plus employee's straight-time hourly rate of pay.



In lieu of such information on the stubs, the Employer will make available a payroll worksheet containing such information to the Union Representative at the store.

**9.8.** An employee acting as relief for and filling the job of a classified employee during sick leave, vacation or any leave, for five (5) days or more (except Sundays and regularly scheduled day off) shall be replaced and the replacement shall receive the Contract rate for the job for those replacement hours, or his contract hourly rate, whichever is greater.

**9.9.** In the event the Employer creates a new job classification which involves new job duties, responsibilities, or skills, the Employer agrees to negotiate with the Union the rate of pay for the new job or classification.

## **ARTICLE 10-HOLIDAYS**

**10.1.** The following days shall be recognized as paid holidays for all employees who have worked for sixty (60) days or more:

New Year's Day-January 1  
Memorial Day-Fourth Monday in May  
Independence Day-July 4  
Labor Day-First Monday in September  
Thanksgiving Day-Fourth Thursday in November  
Christmas Day-December 25

**10.2.** All employees will be entitled to a birthday holiday. The birthday holiday shall be taken during the week in which the birthday falls. If an employee's birthday falls during a holiday week, the birthday holiday shall be scheduled for the following week. Newly hired employees shall be entitled to their birthday holiday on their birthdate in the calendar year following the year in which employed.

**10.3.** Effective January 1, 1986, all employees, excluding Utility Clerks, hired prior to October 31, 1982, who presently or hereafter have thirty six (36) months service shall have earned and be entitled to four (4) personal holidays as of January 1 of each year. The employee may take all or any part of the four (4) personal holidays on and after January 1.

Employees, excluding Utility Clerks, hired on or after October 31, 1982 shall earn personal days as follows:

During the calendar year in which an employee is hired, the employee shall receive one (1) personal day at any time during that year if hired prior to July 1. If hired after July 1, they shall have no personal days during that calendar year.

During the second calendar year of employment, the employee shall receive two (2) personal holidays as of January 1 regardless of the employee's date of hire.

Thereafter the above employee shall have earned and be entitled to two (2) personal holidays as of January 1 of each succeeding year.

Employees shall request a personal holiday in advance of the posting of the schedule for the week in which the personal holiday occurs. A request for a personal holiday may be denied for business reasons provided, however, that no such request for the same personal holiday may be denied more than twice.

**10.4.** Earned personal holidays, shall be paid to the employee upon termination, layoff or extended leave of absence as follows:

- (a) Four earned days:  
One day for each twelve (12) weeks or portion thereof worked since January 1st of the calendar year.  
Three earned days:  
One day for each sixteen (16) weeks or portion thereof worked since January 1st of the calendar year.  
Two earned days:  
One day for each twenty-four (24) weeks or portion thereof worked since January 1st of the calendar year.  
One earned day:  
One day.
- (b) If still employed the week prior to Christmas, along with unused sick pay.

**10.5.** Holiday pay shall be determined by the number of hours which an eligible employee averages during the normal work week as follows:

Average Hours Per Week	Holiday pay in Hours
Less than 26 hours	4 hours at regular rate of pay
26 hours to 32 hours	6 hours at regular rate of pay
32 hours or more	8 hours at regular rate of pay

The average number of hours per workweek, for the purpose of this Article, shall be computed in accordance with vacation pay computation, Article 11.2.

For new hires and employees returning from military service the average number of hours per workweek shall be computed on the basis of the average for the four (4) weeks immediately preceding the holiday, or during the period of employment if the eligible employee has less than four (4) weeks employment.

**10.6.** During the week in which holidays occur, other than personal holidays, employees shall receive time and one-half (1½) their regular rate of pay after thirty-two (32) hours work.

**10.7.** Employees who work on legal holidays, as specified in 10.1 of this Article, shall receive time and one-half (1½) for all hours worked on the holiday in addition to their holi-

day pay. Forty (40) hour employees working on a holiday shall be scheduled for their regular basic workweek of four (4) days in addition to the holiday worked.

**10.8.** In order to be entitled to unworked holiday pay, as specified in 10.1 of this Article, employees must work their scheduled day before the holiday and their scheduled day after the holiday unless absence is excused by the Company or the employee presents a valid doctor's statement confirming the employee's illness.

**10.9.** Where a majority of employee's total weekly hours worked during the holiday week are at premium paid job classification, the employee's holiday pay will include premium pay.

**10.10.** No employee shall be required to work after 5:00 p.m. on Christmas Eve or 5:00 p.m. on New Year's Eve and New Year's Day. No employee shall work on Christmas Day. Only volunteers shall work after 5:00 p.m. on Christmas Eve or 5:00 p.m. on New Year's Eve and New Year's Day. If an insufficient number of employees volunteer, then the Employer will schedule the required employees on the basis of reverse seniority.

## **ARTICLE 11 – VACATION**

**11.1.** All employees shall earn and be entitled to a paid vacation each year on the following basis:

An employee hired prior to July 1 in any calendar year shall be entitled to a one-half ( $\frac{1}{2}$ ) week vacation as of January 1st of the following calendar year (second calendar year of employment).

As of January 1st of the third (3rd) calendar year of employment, one (1) week of vacation.

As of January 1st of the fourth (4th) calendar year of employment, two (2) weeks of vacation.

As of January 1st of the eighth (8th) calendar year of employment, three (3) weeks of vacation.

As of January 1st of the thirteenth (13th) calendar year of employment, four (4) weeks of vacation.

As of January 1st of the twenty-first (21st) calendar year of employment, five (5) weeks of vacation.

As of January 1st of the twenty-sixth (26th) calendar year of employment, six (6) weeks of vacation.

An employee hired on or after July 1st of any calendar year shall be entitled to one (1) week vacation as of January 1st of the third calendar year of employment and earn additional weeks of vacation as per the above schedule thereafter.

Effective January 1, 1986 all vacations shall be earned on a calendar year basis, January 1 through December 31 of each year.

For employees who have been employed one (1) year or more as of January 1, 1986, their vacation entitlement shall be that which was earned as of January 1, 1986 and every January 1 thereafter. However, any employee who would be eligible for an additional week of vacation during the calendar year 1986, shall be entitled to the additional week as of January 1, 1986. Any employee who would be eligible for an additional week of vacation during any calendar year following 1986 will be eligible to take that additional week of vacation as of January 1st of the year following the calendar year in which they became eligible.

Current employees who have earned three (3) weeks of vacation in calendar year 1985 shall continue to receive three (3) weeks of vacation regardless of the above schedule.

**11.2.** Vacation pay shall be paid at the contract rate in effect at the time of the vacation. Vacation pay shall be computed based on the total number of hours worked for the twelve (12) month period preceding December 1, divided by fifty-two (52). Vacation hours shall be computed on the basis of all hours paid for excluding only, pay for unused sick and personal days and any pay received under Workers' Compensation. Employees regularly scheduled forty (40) hours per week shall be paid their vacation pay based on forty (40) hours per week.

**11.3.** Medical leaves of thirteen (13) weeks or less shall be counted as time worked for the purpose of computing vacation benefits. For medical leaves in excess of thirteen (13) weeks, the divisor in 11.2 above shall be reduced to thirty-nine (39).

**11.4.** An employee who has qualified for his or her first vacation and is subsequently laid off, shall receive a pro-rata vacation for each full month of service completed since January 1st of the calendar year in which they are laid off.

**11.5.** An employee who is discharged or quits, except discharge for dishonesty, drunkenness, use, possession or sale of controlled substances after having worked six (6) months since January 1st of the calendar year shall receive a pro-rated vacation for each full month of service completed since January 1st of the calendar year.

**11.6.** If a holiday occurs during an employee's vacation, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay.

**11.7.** Vacations shall be scheduled on a storewide seniority basis and may be taken any time during the year requested by the employee. Based on the operational needs of the store, the Employer may limit the number of employees on vacation in any week, provided that no week of the year shall be excluded from vacation scheduling. When there is a conflict between employees as to vacation dates seniority shall apply. No employee shall be compelled to take a vacation

at a time not mutually agreed upon. A vacation once scheduled shall not be changed except by mutual agreement of employee and Employer. An employee with three (3) weeks or less vacation time shall not be required to split his or her vacation time. Those employees who have not indicated their choice of vacation dates by May 1, will not be allowed to bump a less senior employee after May 1st.

**11.8.** Any person who enters military service shall be paid his/her pro rata vacation pay, for that which he has earned, up to the time of his/her entering military service.

Any veteran returning to work after military service shall receive his pro rata vacation pay for time worked during the time from his return to the anniversary date of his original hiring date.

Vacation allowed shall be in compliance with the terms of the existing Agreement.

**11.9.** An employee with more than six (6) months of service, but less than one (1) year of service, shall be allowed to receive up to one (1) week's unpaid vacation leave during his/her first year of employment, provided that a replacement employee is available.

**11.10.** Employee vacation schedules shall be posted in all stores by April 1 of each year. In selection of vacation dates, seniority shall prevail.

## **ARTICLE 12-SICK DAYS**

**12.1.** Effective January 1, 1986 all employees, excluding Utility Clerks, hired prior to October 31, 1982, who presently or hereafter have thirty-six (36) months of service shall have earned and be entitled to four (4) sick days as of January 1st of each year. The employee may take all or any part of the four (4) sick days on and after January 1.

- (a) Employees hired on or after October 31, 1982, except Utility Clerks, shall earn sick days as follows:

During the calendar year in which an employee is hired, the employee shall receive one (1) sick day at any time during that year if hired prior to July 1. If hired after July 1, they shall receive no sick days during that calendar year.

During the second calendar year of employment, the employee shall receive two (2) sick days at any time regardless of the employee's date of hire.

Thereafter the above employees shall have earned and be entitled to two (2) sick days as of January 1 of each succeeding year.

For new hires and employees returning from military service not eligible for vacation pay, the average number of

hours per week shall be computed on the basis of the average of the four (4) weeks immediately preceding the sick day, or during the period of employment if the eligible employee has less than four (4) weeks employment.

- (b) Sick pay shall commence on the first (1st) day of absence provided such day is a scheduled workday and shall be paid for on the following basis:

<b>Average Hours Per Week</b>	<b>Sick Pay in Hours</b>
Less than 26 hours	4 hours at regular rate of pay
26 hours to 32 hours	6 hours at regular rate of pay
32 hours or more	8 hours at regular rate of pay

The average number of hours for the payment of unused sick days, as provided in Article 12.2, Paragraph (b) below, shall be based on the average number of hours per week as computed for vacation purposes in Article 11.1.

**12.2.** Earned sick days shall be paid to the employee upon termination, layoff or extended leave of absence as follows:

- (a) Four earned days:  
One day for each twelve (12) weeks or portion thereof worked since January 1st of the calendar year.  
  
Three earned days:  
One day for each sixteen (16) weeks or a portion thereof worked since January 1st of the calendar year.  
  
Two earned days:  
One day for each twenty-four (24) weeks or portion thereof worked since January 1st of the calendar year.  
  
One earned day:  
One day.
- (b) If still employed the week prior to Christmas, along with unused personal days.

**ARTICLE 13-JURY SERVICE-FUNERAL PAY-MILITARY RESERVE**

**13.1.** All employees who are subpoenaed for jury service and actually report shall receive the difference in pay for the time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight-time hourly rate of pay.

The employee shall notify the Store Manager that he or she has been subpoenaed for jury service on the employee's first workday following receipt of such subpoena.

When an employee is released for a day or part of a day, he/she shall report to his/her store for work.

Any employee who reports for jury service for five (5) days, Monday through Friday, shall not be scheduled to work on Saturday during that week. If, however, an employee vol-

unteers to work on Saturday, at the request of the Employer, the employee shall receive the appropriate hourly rate of pay for said days, which pay shall not be set off against or deducted from the forty (40) hours jury pay; provided further that hours worked on Saturday shall not be considered as hours in excess of forty (40) hours for over-time purposes.

**13.2.** After completing their probationary period, regular employees will be granted up to three (3) consecutive work days off with pay at their regular straight time rate for necessary absence to attend and assist in arrangements therefore in the event of the death of the employee's spouse, mother, father, child, brother or sister provided the employee attends the funeral.

After completing their probationary period, regular employees will be granted up to two (2) consecutive work days off with pay at their regular straight time rate for necessary absence to attend the funeral and assist in the arrangements therefore in the event of the death of the employee's father-in-law, mother-in-law, grandparents, grandchildren great-grandparents, step-parents, step-children, grandparents-in-law, or any relative residing with the employee or with whom the employee is residing providing the employee attends the funeral.

In either event, except where an acceptable and demonstrated need for additional time without pay is clear, funeral leave shall end the day of the funeral and the employee shall be required to report for work their next scheduled work day.

Utility Clerks will receive a paid one (1) scheduled work day funeral leave to attend the funeral occurring on their scheduled work day.

**13.3.** Any employee, who serves in the National Guard or Military Reserve Units which require annual training, shall be granted the necessary leave without pay to fulfill the annual training requirements of the Unit in which they serve. Such employees shall give the Employer two (2) weeks prior notice. An employee shall not be required to take military training duties as his earned vacation.

The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.

## **ARTICLE 14-LEAVE OF ABSENCE**

**14.1.** All employees, after six (6) months employment shall be granted a leave of absence not exceeding one (1) year for injury or certified illness including pregnancy. Leaves of absence in excess of one (1) year may be granted by the Employer provided, however, that the employee shall not accumulate seniority in excess of one (1) year. All employees



after six (6) months of service may be granted a personal leave of absence, not exceeding thirty (30) days upon the Employer's permission, without loss of seniority.

**14.2.** All leaves of absence must be in writing by the employee to the Personnel Director of the Company and the Personnel Director of the Company will send a written approval or disapproval to the employee.

**14.3.** Any employee who is granted a leave of absence and while on such leave of absence accepts employment with another Employer, or who goes into business for himself, is subject to discharge.

**14.4.** Upon return to work from a leave of absence, the employee shall be restored to the job previously held, or to a comparable job with regard to work and rate of pay. Time spent on leave of absence in excess of thirty (30) days shall not count toward wage progression. Upon notice to the Store Manager of availability for work by no later than noon Wednesday, the employee shall be restored to the work schedule for the following week. If notice is given after noon Wednesday, the employee shall be restored to the work schedule for the second week following notice.

**14.5.** Employees returning to work from a leave of absence due to sickness, accident or pregnancy may be required to pass a physical examination by the Employer before returning to work. Such physical examination shall be at the expense of the Employer.

**14.6.** Employees while on illness leave shall be entitled to holiday pay during the first (1st) thirty (30) days of such leave.

**14.7.** Employees injured on the job and unable to work as certified by the Employer's physician, shall receive their regular hourly rate of pay, as scheduled, up to three (3) calendar days. The Employer shall maintain accident report forms in the store office.

## **ARTICLE 15-DISCHARGE OR SUSPENSION**

**15.1.** No employee shall be discharged or suspended without just cause.

**15.2.** The Employer shall immediately notify the Union, of any discharge or suspension for investigation purposes, stating the date of discharge or suspension and reason. The telephone call from the Employer to the Union, no later than the next business day, shall be considered the immediate notice.

**15.3.** The Employer shall not suspend any employee without first giving the Union notice of the contemplated suspension and a reasonable opportunity to meet with the Employer to discuss the contemplated suspension.



## **ARTICLE 16—GRIEVANCE AND ARBITRATION**

**16.1.** The properly accredited officers or representatives of both parties to the Agreement shall be authorized to settle any dispute, disagreement, difference or grievance arising out of the terms, application or interpretation of this Agreement.

**16.2.** The Union shall submit all grievances in writing within the following time limitations:

- (a) Grievances involving discharge or suspension shall be submitted within fifteen (15) days from the date the Union received notification of the discharge or suspension in accordance with Article 15 of the Contract.
- (b) Grievances involving vacation pay shall be submitted within fifteen (15) days following the termination of the vacation.
- (c) Grievances involving hourly wage rates, wage brackets or premium pay shall be submitted in writing within fifteen (15) days from the date of the last occurrence of the grievance. The Employer's liability for such grievance shall not exceed one (1) year from the date of the filing of the grievance.
- (d) All other grievances shall be submitted in writing within fifteen (15) days of the date of the occurrence of the grievance.

Grievances not filed within the time limitations set forth above shall be nullified.

**16.3.** Representatives of both parties shall attempt to resolve all grievances as promptly as possible. For this purpose, either party may call a grievance meeting. The Company shall reply, in writing, to the Union's written grievance within fifteen (15) days following the receipt of the written grievance. In the event the moving party feels the grievance should be arbitrated, the moving party must within thirty (30) calendar days after receiving the answering party's final position refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) arbitrators residing in the area from which the grievance arose after which an arbitrator shall be selected by alternately striking names to settle the matter; otherwise the grievance shall become null and void. Nothing in this paragraph shall preclude the party from mutually agreeing on an Arbitrator.

**16.4.** When in the judgement of either party arbitration is necessary, either party may initiate same by notifying the other party in writing that it has invoked the arbitration provisions of the Contract and that it has requested the Federal Mediation & Conciliation Service to submit a panel of arbitrators to the parties. In no event shall arbitration be initiated earlier than fifteen (15) days following the

mailing of the written grievance. The parties shall promptly proceed to select an arbitrator from the panel and proceed to arbitrate the grievance all in accordance with the rules of the Federal Mediation and Conciliation Service. The Arbitrator shall not have power to add to, subtract from or change or modify any provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they apply to the specific facts of the issue in dispute. The decision of the Arbitrator shall be final and binding on all parties.

**16.5.** Expenses incurred in connection with the arbitration, to-wit, fees of the Federal Mediation and Conciliation Service, the arbitrator's fees and expenses and rental of a hearing room, if necessary, shall be shared equally by the parties. Either party may obtain a transcript of the arbitration at that party's expense and for that party's sole use unless the other party wishes a copy in which case the expense of the transcript shall be shared equally.

**16.6.** The failure of the Union to protest any constructive action notice or other written warning issued an employee, shall not be deemed as an admission on the part of the Union or the employee as to the truth of the content of such written notice or the propriety of its issuance. Any constructive action notice or written warning issued an employee shall be removed from the employee's records six (6) months after the issuance date.

**16.7.** Except as otherwise specifically set forth in this Agreement, it is agreed between the parties hereto that there shall be no strikes, cessation of work, picketing, boycotts or lockouts pending the final decision of any dispute submitted to arbitration in accordance with the provisions of this Agreement.

## **ARTICLE 17-UNION ACCESS TO STORES**

The Company agrees to permit an authorized representative or officer of the Union to have access to the stores at all hours when said stores are open for business for the purpose of communicating with the employees employed therein, but such representatives or officers shall not unnecessarily interfere with the duties of said employees or the business of the Company.

## **ARTICLE 18-NEW STORE OPENING-STORE CLOSING**

**18.1. New Store Opening:** In the event the Employer opens a new store, the new store will be staffed by employees in accordance with the following procedures:

- (a) The Employer will post in each of the Employer's stores notice of the new store opening at least four (4) weeks prior to the store opening date. The notice shall remain posted for at least ten (10) days including the date of posting and give a brief description of each

position to be filled and the number of anticipated 40 hour and less than 40 hour jobs for each position. Further, the posted notice shall advise the employees that they may bid on the positions at the new store by signing the notice for the posted positions. Said posted notice shall be maintained by the Company for up to and including fifteen (15) days from grand opening.

- (b) All non-classified positions will be filled in accordance with the seniority of the bidding employees. All positions not filled shall be offered to employees on layoff status in accordance with seniority.
- (c) The Employer will not hire new employees for the new store until the above procedures have been complied with.
- (d) Employees transferred from existing store to a new store that is opened shall, if subject to layoff within a period of ninety (90) days after the store is opened, have the right to return to the store from which transferred and assume the job that their seniority warrants.

**18.2. Store Closing:** In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one (1) week's pay for each year of continuous service commencing with the third (3rd) year for employees who regularly worked forty (40) hours per week and the fifth (5th) year for employees who regularly worked less than forty (40) hours per week up to, but not to exceed eight (8) weeks pay at their regular rate. However, for those employees who have an incomplete year of continuous service as an employee, they will receive a pro-rata severance pay for that year as follows:

0 - 3 months equals twenty-five percent (25%) of a week's pay

3 - 6 months equals fifty percent (50%) of a week's pay

6 - 9 months equals seventy-five percent (75%) of a week's pay

Over 9 months equals one (1) week's pay

Severance pay shall be computed as vacation pay in Article 11.2.

**18.3.** If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then the employee shall have the option of accepting the job or the severance pay.

**18.4.** In the event of a store closing, employees who are offered comparable jobs within the agreed upon geographic area shall not be entitled to severance pay. Employees who are laid off or are not offered comparable jobs within the geographic area shall be entitled to severance pay as set forth above. In the event the store is sold, the store closing date shall be the last date the Employer operates the store.

**18.5.** An employee who is displaced by the transfer of an employee from a closed or sold store shall, if otherwise eligible, be entitled to severance pay benefits applicable to eligible employees at the closed store.

**18.6.** The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) months following termination for those employees who receive severance pay except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

**18.7.** Holidays that fall within thirty (30) days after termination and employees who are eligible for severance pay shall be entitled to holiday pay.

**18.8.** Severance pay shall be due and payable two (2) weeks prior to the store closing date. All other monies due employees shall be paid in a lump sum upon termination or lay off.

**18.9.** An employee who is terminated or laid off and who is eligible for severance pay and accepts severance pay shall not retain seniority or recall rights.

**18.10.** The Employer agrees to give the employees and the Union thirty (30) days notice in advance of a store closing or sale, or additional severance pay in lieu thereof.

**18.11.** Employees who are eligible for severance pay and accept a transfer to a lower rated job will maintain their present rate or the rate of the contract covering the area to which they are transferred, whichever is greater.

**18.12.** Letters of recommendation will be given to all laid off employees at time of layoff.

**18.13.** The Company agrees to recall any laid off employees in any new locations opened under the jurisdiction of the Local Union covered by this Agreement.

**18.14.** Payment of unused sick leave (Article 12) will be paid to employees laid off resulting from store closings.

**18.15.** Vacation and holiday pay shall be based on the highest rate paid to an employee during the one (1) year period to the employee receiving said vacation and holiday pay.

## **ARTICLE 19—GENERAL**

**19.1.** The Union Store Card must be displayed in all places where members of the Union are employed. The Store Card shall not be removed in case of a dispute unless the dispute is taken up with proper officials of the Company first.

**19.2.** The Union shall use its best effort as a labor organization to enhance the interests of the Company as an Employer of Union Labor.

**19.3.** Members of the Union may wear their Union Buttons when on duty. Stewards appointed by the Union may wear steward pins.

**19.4.** The Company shall provide a bulletin board on which the Union may post notices.

**19.5.** Any uniform deemed necessary by the Company for its employees shall be furnished and laundered at the expense of the Company.

Where the Company desires to furnish dacron or similar type of uniforms to female employees and the female employees in such store are unanimously in favor of such uniforms, such uniforms shall be laundered by the employee and shall be returned to the Employer upon termination of employment, if so requested.

**19.6.** The Company agrees to provide suitable rest area in the store.

**19.7.** Where time clocks are not provided, the Employer shall institute adequate payroll procedures to insure that all hours worked are properly recorded.

**19.8.** No employee covered by this Agreement shall be required by a representative of the Employer to be the subject of a lie detector test for any reason whatsoever.

**19.9.** The Employer shall provide a first aid kit containing bandages.

**19.10.** If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.

**19.11.** Any time spent away from the store on the legal business of the Employer either at the request of the Employer or pursuant to a legal subpoena, shall be compensated by the Employer at the employee's regular rate of pay. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled work week.

**19.12.** Employees required or requested by the Employer to attend promotional sales meetings, training meetings or other store business meetings shall be paid at straight time limited to two (2) hours, overtime thereafter. Employees shall not be required to attend such meetings on a scheduled day off. No other provisions of this labor agreement shall apply to time spent at store meetings.

**19.13.** Union stewards, upon request made by the Union, shall receive time off once per calendar year without pay for the conduct of Union business. Such request may be made at least two (2) weeks in advance of the expected absence. Such time off shall be treated as an authorized leave of absence.

## **ARTICLE 20-TECHNOLOGICAL CHANGE**

**20.1.** The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties agree as follows:

In the event the Employer introduces major technological changes which for the purpose of this Article is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) day advance notice of such change will be given to the Union.

In addition the Employer agrees:

- (a) Any retraining necessary will be furnished by the Employer at no expense to the employees.
- (b) Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
- (c) In the event an employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay in accordance with the following provisions:
  - 1. All employees with two (2) or more years of continuous service will be eligible for one (1) week severance pay for each year of continuous service. Maximum severance pay of eight (8) weeks pay to be paid on a weekly basis.
  - 2. An employee shall be disqualified for severance pay in the event the employee:
    - (a) Refuses retraining
    - (b) Refuses a transfer within a geographical grouping
    - (c) Voluntarily terminates employment

## **ARTICLE 21-HEALTH AND WELFARE**

**21.1.** The Employer agrees to continue to pay by the tenth (10th) day of the month into the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund the sum of ninety cents (90¢) per hour on all straight time hours worked by eligible employees, excluding Utility Clerks who shall not be eligible for contributions until six (6) months following their date of hire, to provide Plan DH benefits. This contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week. Contributions into the Health and Welfare Fund may be adjusted by the Trustees based on the Admin-

istrator's projected contribution rate to maintain the unencumbered reserves of the Fund at two (2) months operating expenses. However, in no case will the required Employer contribution rate be less than seventy five cents (75¢) per hour nor more than ninety cents (90¢) per hour. Adjustments will be made in accordance with the resolution passed by the Board of Trustees.

**21.2.** The Trust Fund shall be jointly administered by Board of Trustees, with an equal number of Trustees representing the Union, and an equal number of Trustees representing the Employer.

**21.3.** When an eligible employee covered by the Health and Welfare Plan changes employment from one (1) participating Employer to another participating Employer within a thirty-one (31) day period, the new Employer shall immediately pay the same contribution rate previously paid on behalf of said employee. Thereafter, eligibility and rate of contribution shall be determined in accordance with all provisions of this Article.

**21.4.** The Employer shall contribute to the Health and Welfare Fund for all employees who are off work due to injury on the job for a period of one (1) month following the month in which the injury occurred. The contribution shall be based on the employee's previous month's hours.

## **ARTICLE 22 - PENSION**

**22.1.** The Employer agrees to continue to make a contribution of fifty-seven cents (57¢) per hour on all straight time hours worked by employees covered by this Agreement, excluding Utility Clerks, for the first six (6) months of their employment. Such contributions shall be made to the United Food and Commercial Workers Unions and Employers Midwest Pension Fund. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week.

**22.2.** Contributions shall be made to a jointly administered Pension Trust Fund to be trusteeed and administered in accordance with existing law and in accordance with the Pension Plan and Trust Agreement existing between the parties. Said contributions shall be for the sole purpose of providing pension for eligible employees as defined in such Pension Plan.

## **ARTICLE 23 - COLLECTION OF DELINQUENT CONTRIBUTIONS**

**23.1.** Any Employer who is sixty (60) days delinquent in the payment of any or all of the contributions required of it by the above Articles 21 and 22 shall pay as liquidated damages, a sum of twenty dollars (\$20.00) or ten percent (10%) of the amount delinquent, whichever is greater. Such



damages shall be computed monthly and on a separate basis for the Health and Welfare Fund and the Pension Fund. The amount of liquidated damages shall be added to the cumulative total of delinquent contributions and shall be included in the computation of damages.

**23.2.** In addition to the foregoing, an Employer delinquent sixty (60) days or more shall be liable for the payment of any benefits paid or otherwise payable to an employee or his dependent from the Health and Welfare Trust Fund as a result of any claim incurred during the period of delinquency. Said liability shall not be waived by payment of the amount delinquent, including the liquidated damages, or by payment of the claim by the Health and Welfare Trust Fund.

The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare and/or Pension Fund as directed by action of the Board of Trustees of these Funds.

## **ARTICLE 24—CONFORMITY TO LAW**

Nothing contained in this Agreement is intended to violate any Federal Law, rule or regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace such void part with a valid provision.

## **ARTICLE 25—FREE STANDING NO STRIKE NO LOCKOUT CLAUSE**

**25.1.** Except as otherwise provided elsewhere in this Agreement, during the life of this Agreement it is agreed between the party's hereto that there shall be no strike, boycotts, cessation of work, picketing or lockouts.

**25.2.** It shall not be a violation of this Agreement for any employee to refuse to cross a legal, primary labor picket line that has been recognized by the United Food and Commercial Workers International Union. The Employer shall be notified in writing when any picket line has been sanctioned by the Union.

## **ARTICLE 26—FREE WORK PROHIBITION**

**26.1.** It is intended that there be no "free" or "time-off-the-clock" work practices under this Agreement. Any employee in such unauthorized practice shall be subject to discipline, which may include termination.



## **ARTICLE 27—TERM OF AGREEMENT**

**27.1.** This Agreement shall be effective from June 15, 1985, through and including October 8, 1988, at which time it shall automatically renew itself from year to year, provided, however, that either party may give to the other party not less than sixty (60) days notice in writing prior to the expiration date or to annual renewal date of its intention to change or terminate said Contract.

**27.2.** By execution of the Collective Bargaining Agreement, the Employer does hereby adopt, ratify and become a party to the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund Agreement and Declaration of Trust and The United Food and Commercial Workers Unions and Employers Midwest Pension Fund Agreement and Declaration of Trust, and said Agreements and Declarations of Trust are hereby incorporated herein and made part hereof.

### **EAGLE FOOD CENTERS LUCKY STORES, INC.**

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Pasquale V. Petitti

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Keith W. Lovett

Date \_\_\_\_\_

### **UNITED FOOD AND COMMERCIAL WORKERS UNIONS LOCALS 1453, 1540 and 1550:**

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Ronald Luesmann

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James Harper

Date \_\_\_\_\_

## LETTER OF UNDERSTANDING

It is hereby understood and agreed by and between EAGLE MIDWESTERN DIVISION, LUCKY STORES, INC., and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL UNIONS NO. 1453, 1540 and 1550 that Article 18 of our Collective Bargaining Agreement will contain the following understanding:

Employees who are transferred to a new store and promoted to a higher classification shall be promoted before new employees are hired into that store so as to provide the transferred/promoted employee with a greater seniority date over the new hires.

### FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

### FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

## LETTER OF UNDERSTANDING

It is hereby understood and agreed by and between EAGLE MIDWESTERN DIVISION, LUCKY STORES, INC., and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL UNIONS NO. 1453, 1540 and 1550 that Article 7, Section 4, Sub-Section (c) will be amended as follows:

Other non-food items customarily handled by regular clerks such as, but not limited to paper goods, laundry supplies and facial soaps, shall not be a part of a general merchandise department. The Employer shall not move or add product to the general merchandise department for the purpose of taking advantage of the General Merchandise rate of pay, except by prior agreement with the Union.

### FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

### FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

## LETTER OF UNDERSTANDING

Renewed April 20, 1983

In order to clarify Article 6 of the Contract, and consistent with the intent of the parties thereto, it is agreed by EAGLE MIDWESTERN DIVISION, LUCKY STORES, INC., and UNITED FOOD AND COMMERCIAL WORKERS UNIONS, LOCALS NO. 1453, 1540, and 1550 as follows:

1. The parties interpret Article 6 as permitting only the following direct delivery or rack jobber salespersons to handle or stock merchandise in the store in which they have deliveries:

- a. Salespersons from one magazine and/or book company;
- b. Salespersons from two toy companies;
- c. Salespersons from one sewing notions company;
- d. Salesperson from one cosmetics company (except where a temporary cosmetic promotion may occur);
- e. Salespersons from one hosiery company;
- f. Salespersons from one automotive supply company;
- g. Salespersons from one electric supply company;
- h. Salespersons from one ethnic foods company;
- i. Salespersons from one greeting card company;
- j. Salespersons from two housewares companies;
- k. Salespersons from two pet supply companies;
- l. Salespersons from all bread companies;
- m. Salespersons from all potato chip companies;
- n. Salespersons from Stella Dora, Archway and Pepperidge Farm Cookie Companies, as well as salespersons from all other companies when handling snack cake merchandise.
- o. Salespersons from all pop companies may build displays, but may not handle or fill shelf stock.

2. It is understood and agreed that for the duration of this contract only the salespersons from the companies listed above shall be permitted under Article 6 to handle or stock merchandise in the store, except in the case of new stores during the first week after the store is opened.

3. Outside salespersons shall be permitted to handle resets under the following conditions: The Company shall notify the Union at least one (1) week prior to the reset. The notification shall inform the Union of the date and the place of the reset and the merchandise involved. One (1) clerk shall be assigned to work with every two (2) salespersons involved in the reset (if only one [1] salesperson is involved in the reset, there shall be one [1] clerk assigned to work with the salesperson). The Company agrees to designate on the weekly work schedule the clerks assigned to work on the reset.

4. Nothing in this Letter of Understanding shall prohibit outside salespersons from constructing display bins, but they shall not fill the display bins with merchandise.

5. The prohibition against work by outside salespersons shall not apply to sales representatives who handle shelf products in order to check date codes.

**EAGLE FOOD CENTERS  
LUCKY STORES, INC.**

\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

**UNITED FOOD AND COMMERCIAL WORKERS  
UNIONS, LOCALS NO. 1453, 1540 and 1550**

\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

**LETTER OF UNDERSTANDING**

The Collective Bargaining Agreement between Midwestern Food Division, Lucky Stores, Inc., and UFCW Locals 1453, 1540 and 1550, which became effective June 27, 1982, does not contain a classification of "Receiver Clerks."

The parties agree that a "Receiver Clerk" is defined as an employee who is assigned full time the responsibility of receiving all merchandise delivered to the designated receiving area of the store, and that the Employer does not currently have any employees who meet this definition. The parties further agree that if, during the term of the Agreement, the Employer uses "Receiver Clerks," as defined above, such employees shall receive premium pay of twenty five cents (25¢) per hour.

**FOR THE EMPLOYER:**

\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

**FOR THE UNION:**

\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

## LETTER OF UNDERSTANDING

It is hereby understood and agreed by and between EAGLE MIDWESTERN DIVISION, LUCKY STORES, INC., and UNITED FOOD AND COMMERCIAL WORKERS LOCALS NO. 1453, 1540 and 1550 that the following terms and conditions of the Collective Bargaining Agreement apply to "Outlying Stores" which are the Employer's stores in Bradley and Kankakee, Illinois.

### **Article 7, Section 7.4 (e) SENIORITY (Utility Clerks)**

The primary duty of Utility Clerks shall be customer service; however, Utility Clerks shall be permitted to perform other duties in the store incidental to their customer service duties with the exception of the operation of cash registers. The total man hours worked by Utility Clerks shall not exceed more than 20% of the total hours worked by employees in the bargaining unit. For that portion of the work shift worked in incidental duties other than customer service, Utility Clerks shall be paid at the next highest appropriate contractual rate, with a minimum of one (1) hour. The portion of the shift worked in incidental duties other than customer service shall be no greater than one third ( $\frac{1}{3}$ ) the hours of the shift. The total Utility Clerks scheduled any particular time during the day other than rest or lunch periods, shall not exceed the number of regular clerks scheduled.

Any employee promoted to regular clerk or general merchandise clerks shall be subject to a training period not to exceed thirty (30) days, during which time the employee may be demoted back to the Utility Clerk classification if his work as a General Merchandise or Regular Clerk is unsatisfactory.

Before any regular clerk employed as of October 1, 1985 is laid off, utility clerks employed in that store will lose their ability to perform incidental duties. If the regular clerk laid off is reinstated then the store can again use utility clerks to perform incidental duties as set forth above. If any regular clerk employed as of October 1, 1985 is reduced in scheduled hours in any month more than 10% of their monthly average, Utility Clerks in that store will lose their ability to perform incidental duties. If the regular clerk so reduced has their hours increased so that they are no longer working less than 10% of their monthly average, the store can again use utility clerks to perform incidental duties as set forth above.

No portion of this extended protection applies to any employee hired after October 1, 1985.

### **Article 8, Section 8.12A, WORKING HOURS & OVERTIME (Claiming of Hours)**

Employees hired prior to November 13, 1985 may claim up to eight (8) hours per day and forty (40) hours per week within their seniority group and job classification (cashier, stock clerk, produce clerk, bakery clerk, etc) with the following limitations:

- (1) Employees hired prior to November 13, 1985 may not claim the hours of a junior employee hired after November 13, 1985 below twelve (12) hours per week unless the senior employee is scheduled for less than their average for last year (computed per vacation pay) and then may claim only hours sufficient to equal their average for last year.
- (2) Employees hired after November 13, 1985 shall not be permitted to claim hours.

An employee's right to claim available hours shall include the right to claim all or any portion of a junior employee's schedule commencing prior to or upon the termination of the senior employee's schedule or within four (4) hours thereof so long as the result of the claim permits the junior employee to work a minimum of three (3) unclaimed hours. A claim within such time period shall not be construed as a split shift.

An employee shall not be required to make the same available hours claim after three (3) successive weeks. Once an employee has claimed hours, the schedule shall be adjusted consistent with the employee's claim for future weeks. Failure to do so shall be a violation of this Agreement and the employee shall be entitled to pay for the hours in question.

Employees who regularly work forty (40) hours under the preceding Labor Agreement shall not have their hours claimed except on a seniority basis by other employees who worked forty (40) hours under the preceding Labor Agreement. Employees who have voluntarily reduced their hours below forty (40) hours per week may have their hours claimed in accordance with this section.

Once the work schedule has been reduced pursuant to the provisions of Section 8.8 hereof, employees wishing to claim additional available hours must make their wishes known to the Store Manager, or his designee, within twenty-four (24) hours of such posting or waive their right to claim additional hours for the balance of the work schedule as posted.

Any clerk who is subject to lay off or whose hours have been reduced by more than six (6) hours per week for four (4) consecutive weeks and cannot claim hours within his/her job classification, may claim the hours of less senior employees in another job classification an equal or lower seniority grouping. The claiming employee must, however, claim the entire weekly schedule and work all his/her hours within the claimed job classification.

#### **Article 10, HOLIDAYS, Section 10.1**

The following days shall be recognized as paid holidays for all employees who have worked for ninety (90) days or more:

New Year's Day—January 1  
Memorial Day—Fourth Monday in May  
Independence Day—July 4  
Labor Day—First Monday in September  
Thanksgiving Day—Fourth Thursday in November  
Christmas Day—December 25

#### **Article 10, HOLIDAYS, Section 10.3**

Effective January 1, 1986, all employees hired prior to October 31, 1982 who presently or hereafter have 36 months of service, shall have earned and be entitled to two (2) personal holidays as of January 1 of each year.

All employees hired on or after October 31, 1982 shall have earned and be entitled to one (1) personal holiday as of January 1st of each year.

Employees hired on or after November 13, 1985, excluding Utility clerks, shall earn personal days as follows:

During the calendar year in which an employee is hired, the employee shall receive one (1) personal day at any time during that year if hired prior to July 1. If hired after July 1, the employee shall have no personal holidays in the first calendar year.

During the second calendar year of employment, the employee shall receive one (1) personal day at any time regardless of the employee's date of hire.

During the third calendar year of employment and thereafter, the employee shall receive two (2) personal days at any time regardless of the employee's date of hire.

Thereafter the above employees shall earn and be entitled to two (2) personal holidays as of January 1 of each succeeding year.

Effective January 1, 1987 employees hired prior to October 31, 1982 who presently or hereafter have 36 months service shall have earned and be entitled to four (4) personal days as of January 1 of each year.

Effective January 1, 1987 all employees hired on or after October 31, 1982 but prior to November 13, 1985 shall have earned and be entitled to two (2) personal holidays as of January 1st of each year.

#### **Article 12, SICK DAYS, Section 12.1**

Effective January 1, 1986 all employees hired prior to October 31, 1982 who presently or hereafter have 36 months service shall have earned and be entitled to two (2) sick days as of January 1 of each year.

All employees hired on or after October 31, 1982, except Utility Clerks shall have earned and be entitled to one (1) sick day as of January 1st of each year.

Employees hired on or after November 13, 1985, except Utility Clerks, shall earn sick days as follows:

During the calendar year in which an employee is hired, the employee shall receive one (1) sick day at any time during that year if hired prior to July 1. If hired after July 1, the employee shall have no sick days in the first calendar year.

During the second calendar year of employment, the employee shall receive one (1) sick day at any time regardless of the employee's date of hire.

During the third calendar year of employment and thereafter, the employee shall receive two (2) sick days at any time regardless of the employees date of hire.

Thereafter the above employees shall earn and be entitled to two (2) sick days as of January 1st of each succeeding year.

Effective January 1, 1987 employees hired prior to October 31, 1982 who presently or hereafter have 36 months service shall have earned and be entitled to four (4) sick days as of January 1 of each year.

Effective January 1, 1987, all employees hired on or after October 31, 1982, except Utility Clerks, but prior to November 13, 1985, shall have earned and be entitled to two (2) sick days as of January 1st of each year.

**FOR THE EMPLOYER:**

\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

**FOR THE UNION:**

\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

**LETTER OF UNDERSTANDING**

The Collective Bargaining Agreement between Eagle Food Center, Division of Lucky Stores, Inc., and U.F.C.W. Locals 1453, 1540 and 1550 does not contain a classification of employment "Floral Clerks."

The parties agree that in any new, remodeled or reset stores in which floral departments are created, work in such departments shall be performed by employees compensated under rates of pay set forth for General Merchandise Clerks.

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Date \_\_\_\_\_

**FOR THE UNION:**

\_\_\_\_\_  
Date \_\_\_\_\_



## LETTER OF UNDERSTANDING

It is hereby understood and agreed by and between EAGLE FOOD CENTERS DIVISION, LUCKY STORES, INC., and UNITED FOOD AND COMMERCIAL WORKERS LOCALS NO. 1453, 1540 and 1550, that the following terms and conditions clarify certain terms and conditions of preceding labor agreements and their application under this labor agreement and in other respects record understandings agreed upon during recent negotiations for this labor agreement as follows:

Persons employed in metro stores who as of November 13, 1985 were earning \$10.30 per hour shall, on October 5, 1986 receive a 30¢ per hour wage increase to the rate of \$10.60 per hour and effective October 4, 1987 receive an additional wage increase of 30¢ per hour taking their wage to \$10.90 per hour. Persons who as of November 13, 1985 were earning \$10.90 per hour shall, on October 5, 1986 receive a 35¢ per hour wage increase taking their rate from \$10.90 to \$11.25 per hour and on October 4, 1987, shall have an additional 15¢ per hour increase taking their rate from \$11.25 per hour to \$11.40 per hour.

Employees who, as of November 13, 1985, were earning \$10.90 per hour shall, effective January 1986, receive a cash bonus in the amount of 25¢ per hour based on all hours paid excluding any pay for unused sick or personal days and any pay received under workman's compensation during the year 1985 for the maximum of 2080 hours. Employees in a department head classification as of November 13, 1985 will receive the same bonus.

Employees in the outlying stores (Bradley and Kankakee) who on November 13, 1985 were earning \$10.90 per hour shall remain frozen at that rate for the life of this agreement.

Similarly, employees in the outlying stores who on November 13, 1985 were earning \$10.30 per hour shall remain at that rate for the duration of this agreement.

Effective October 5, 1986 and October 4, 1987, employees referenced above and department heads will get a 25¢ per hour bonus for all hours paid in the previous year excluding hours paid for unused sick or personal days and any pay received under workman's compensation, with a maximum of 2080 hour pay.

**Section 9.5.** Insofar as Section 9.5 of this labor agreement is concerned the parties understand and agree that the intent of Section 9.5 was under the preceding agreement that employees earning wages greater than contractually required for specific job responsibilities would not have their wages reduced except as otherwise negotiated. Under the current agreement the parties negotiated wage reductions for some classes of employment and it was intended by all

parties signatory hereto that persons earning in excess of the contractually required minimum wage rates would have their rates reduced an equal amount.

Moreover, as further clarification, the parties added new language to the agreement providing that employees who, following the negotiated reductions, remained at wage rates in excess of those required by contract for their job assignment would be frozen at the resulting reduced rate until such time as a new contract rate exceeded their then current rate of pay. This was intended to insure that no subsequent increase would be added to their rate until such time as the base rate exceeded their rate of pay.

**FOR THE EMPLOYER:**

**EAGLE FOOD CENTERS  
LUCKY STORES, INC.**

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**FOR THE UNION:**

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCALS NO. 1453, 1540 and 1550**

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~~006860~~ **FIRST #6880**

APRIL 30, 1987

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 1220-0001  
Approval Expires 7/31/87

Office Manager  
RETAIL CLERKS INTERNATIONAL  
ASSOCIATION LOCAL 1540  
601 WEST GOLF ROAD  
MT PROSPECT , IL. 60056

JUN 8 1987

PREVIOUS AGREEMENT EXPIRED  
MARCH 23, 1985

FOR LOCAL 1540 ONLY

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Chicago Area Grocery Stores Chic Ill

WITH Food and Commercial Workers;  
ILLINOIS

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print) #6880*

1. Approximate number of employees involved Eagle Foods - 2488 emp. Dominick's - 6216 emp.
2. Number and location of establishments covered by agreement Eagle Foods - 45 locations Dominick's - 60 locations
3. Product, service, or type of business Chain Grocery stores
4. If your agreement has been extended, indicate new expiration date Eagle Foods - October 8, 1988  
Dominick's - October 1, 1988

Josephine Cobb, Office Manager

Your Name and Position

(312) 593-3500

Area Code/Telephone Number

601 West Golf Road, Mount Prospect, Illinois 60056

Address

City/State/ZIP Code